

CONTRACT AGREEMENT

Between

Borough of Fair Haven

and

PBA Local #184

January 1, 1995 - December 31, 1997

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PREAMBLE

This agreement entered into this 25th day of March 1996, by and between the Borough of Fair Haven, in the County of Monmouth, the State of New Jersey, (hereinafter referred to as the Borough) and the Fair Haven Police Department section of PBA Local #184 of the Borough of Fair Haven, (hereinafter referred to as the Association and/or Employees).

RECOGNITION

(A) The Borough hereby recognizes the Association as the exclusive collective negotiations agent for all full-time Police Officers except the Chief of Police.

(B) The title of Police Officer shall be defined to include the plural as well as the singular and female as well as male.

SCOPE OF PROCEDURE OF NEGOTIATIONS

Negotiations shall proceed in an orderly manner. The Association shall be represented by three (3) members of the Fair Haven Police Department and the Borough shall be represented by the Police Committee of the Mayor and Council. No person other than ones designated heretofore shall attend negotiation meetings. Legal counsel for each party may attend upon prior notice to the other party.

Meetings shall be held as often as necessary at mutually agreed upon times and places to reach a fair and equitable settlement. Should settlement not be reached and either the Borough or the Association feel they have reached an impasse, they shall notify the other in writing of their intention to seek outside assistance.

PROBATION

Each new Police Officer shall be required to serve a probationary period of a minimum of eleven (11) months. Regular appointment shall be contingent upon satisfactory completion of the basic Police Training Program recognized by the New Jersey Police Training Commission and the recommendation of the Chief of Police that the probationary officer has successfully completed his probationary training with the Borough of Fair Haven.

ANNUAL BASE SALARY

The Schedule of base salaries herein below set forth shall be effective for the designated positions from January 1, 1995 through December 31, 1997 for employees hired on September 1, 1995, or before.

	<u>1995</u>	<u>1996</u>	<u>1997</u>
Captain	\$ 59,412.00	\$ 62,026.00	\$ 64,755.00
Lieutenant	55,562.00	58,007.00	60,559.00
Sergeant	52,280.00	54,580.00	56,982.00
Patrolman Class V	49,522.00	51,701.00	53,976.00
Patrolman Class IV	45,432.00	47,431.00	49,518.00
Patrolman Class III	42,070.00	43,921.00	45,854.00
Patrolman Class II	38,111.00	39,788.00	41,539.00
Patrolman Class I	34,751.00	36,280.00	37,876.00

The Schedule of base salaries herein below set forth shall be effective for the designated positions from January 1, 1995 through December 31, 1997 for employees hired after September 1, 1995.

	<u>1995</u>	<u>1996</u>	<u>1997</u>
Captain	\$ 59,412.00	\$ 62,026.00	\$ 64,755.00
Lieutenant	55,562.00	58,007.00	60,559.00
Sergeant	52,280.00	54,580.00	56,982.00
Patrolman Class VI	49,522.00	51,701.00	53,976.00
Patrolman Class V	45,432.00	47,431.00	49,518.00
Patrolman Class IV	42,070.00	43,921.00	45,854.00
Patrolman Class III	38,111.00	39,788.00	41,539.00
Patrolman Class II	34,751.00	36,280.00	37,876.00
Patrolman Class I	29,500.00	30,798.00	32,153.00
Probationary	21,000.00	21,924.00	22,889.00

The "Class" designation shall refer to the number of years a patrolman has been a member of the Police Department, i.e., for employees hired after September 1, 1995, Class I has completed one (1) year of service; Class II -two (2) years; Class III -three (3) years; Class IV -Four (4) years; Class V-Five (5) years; Class VI- Six (6) years, and thereafter.

PAY PERIODS AND COMPUTATION

The Borough shall pay its employees twice a month, that is on the fifteenth (15th) and the thirtieth (30th) of each month, except February when the second pay shall be made of the final day of February.

The hourly rate shall be computed by dividing the annual salary by the number of hours in the employee's prescribed work year.

If payday falls on a holiday, paychecks shall be issued on the preceding workday.

OVERTIME

Overtime for members of the Police Department, shall be as follows:

Local Court time Time and 1/2 minimum of 2 hours pay when officer is required to be in court.

Any meetings, including the bike program, narcotics programs, school programs, etc Compensatory time and 1/2

CALL IN PAY

Employees called in or called back outside of their regular scheduled shift, shall be guaranteed a minimum of two (2) hours pay at the rate of time and one half their hourly rate. In addition, employees shall be entitled to payment at the rate of time and one half for hours actually worked in excess of two (2) hours.

Court time other than local, which required appearance outside of normal duty shift	Pay at the rate of time and 1/2.
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All authorized emergency duty	Pay at the rate of time and 1/2, minimum for the first hour or any thereof;
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Replacement of regular shift	Time and 1/2;
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Time worked over the eight (8) hour day of regular work week	Rate of time and 1/2 for all time worked.
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Overtime for all Police Department personnel must be authorized by a superior officer before it is performed. The officer must sign the overtime authorization form, or if an officer is not available, he/she may be contacted by telephone. The Chief of Police shall be advised of all authorized overtime.

LONGEVITY

Effective January 1, 1995, Employees shall receive longevity pay for the years of continuous service as follows:

	<u>1995</u>	<u>1996</u>	<u>1997</u>
After the completion of five years service	\$ 875	\$1,085	\$1,085
After the completion of ten years and through fifteen full years of service	1,335	1,535	1,735
After the completion of fifteen years and through the twentieth full year of service	1,785	1,985	2,185
After the completion of twenty years and through the twenty-fifth year of service	2,185	2,400	2,600
After the completion of the twenty-fifth year through thirty full years of service	2,700	2,900	3,200
After the completion of the thirtieth year of service.	3,000	3,200	3,500

HOURS OF WORK

Hours of work for Employees are as designated in the Department work schedule.

HOLIDAYS

Full-time regular Police Officers shall be entitled to an extra days pay at their regular rate for fourteen (14) holidays as designated below. Payment shall be made in a lump sum on the 15th day of November of each year.

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
July Fourth
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Two (2) Floating Holidays

PROMOTIONS

The Borough shall give preference for promotion and advancement to the present Employees. Recommendation for promotion and advancement shall be made by the Police Committee with the advice of the Chief of Police. The Committee will present its recommendations to the Mayor and Council for review.

ANNIVERSARY DATE

For purposes of determining an effective anniversary date for salary step increases, longevity step increases, and increases for sick and vacation time, an employee hired prior to January 1, 1990 will have their effective date of hire calculated from January 1, of the year of their actual hire.

For employees hired after January 1, 1990, the date used for the purpose of determining the aforementioned salary and benefit increases will be January 1, of the year in which hired, if the employee is hired between January 1, and June 30, inclusive of that year. For employees hired after January 1, 1990 whose hire date falls from July 1, to December 31, inclusive, the effective date of hire will be January 1, of the next succeeding year.

For purposes of determining seniority for pension purposes, layoffs, offering of overtime, years of service on the job, and any and all other conditions, an employee's actual date of hire will be used.

VACATION

Full-time regular Police Officer shall earn vacations, according to the following schedule:

Up to and including five years of service	12 working days
After the completion of five years of service	17 working days
After the completion of nine years of service and the twentieth year	1 additional day for each year of service up to a maximum of 29 working days.

The Chief of Police shall determine the times and terms of the vacation leave according to departmental needs.

One week of vacation will be permitted to accumulate to the next year with the provision that the officer request this of the Chief of Police before December 1st.

SICK LEAVE

If a Police Officer is unable to report for work due to illness, this fact shall be reported to headquarters at least twelve (12) hours in advance, if possible.

If the officer is absent for more than one day, the same policy shall apply. The headquarters officer shall notify the department head, who in turn, will make arrangements to have the shift covered if required. The Chief of Police shall be advised in all cases.

POLICY FOR ACCUMULATED INCENTIVE DAY COMPENSATION

Effective January 1, 1995, a full-time Employee who has been employed for at least five (5) consecutive years and who leaves employment in good standing shall be entitled to accumulated incentive day compensation at the rate of \$50.00 per day for each day of unused sick leave, with a maximum payment of \$11,000, regardless of the total number of sick days accumulated.

Effective January 1, 1996, the per diem rate for each day of unused sick leave shall increase to \$65.00 for each day of unused sick leave, with a maximum payment of \$12,000, regardless of the total number of sick days accumulated.

Effective January 1, 1997, the per diem rate for each day of unused sick leave shall increase to \$75.00 for each day of unused sick leave, with a maximum payment of \$13,500, regardless of the total number of sick days accumulated.

METHOD OF ACCUMULATION

Each full-time Employee shall be entitled to fifteen (15) days of sick leave per year and all unused days of sick leave may be carried forward to future years.

Credit for unused days of sick leave shall be calculated retroactively to the initial date of employment.

ADMINISTRATION

The "Incentive Day" provision shall be administered separately from the prevailing sick leave provision and shall in no way impact upon the benefits of the latter.

MEDICAL EVIDENCE

After an employee has been absent from work due to an illness for a period of three (3) consecutive work days, the department head may require the employee to submit medical evidence in support of the employee's absence of work. In addition, the department head may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable.

Failure of the employee to submit such evidence could result in the sick leave absence being disapproved and absence charged to absence without pay. Nothing herein shall preclude a department head in an appropriate case from requesting an employee to submit to a medical examination at Borough expense by a physician selected by the Borough for the purpose of establishing the degree of incapacity of an employee or the employee's ability to resume the duties of the position.

Abuse of sick leave shall be cause for disciplinary action.

LEAVE OF ABSENCE ON-THE-JOB INJURY

When a permanent full-time employee is injured or disabled resulting from or arising out of his/her employment, the Mayor and Council may grant a leave of absence with pay, for said employee, provided that the Borough physician or some other physician appointed by the Mayor and Council shall certify to such injury or disability. When a leave of absence has been granted, the employee shall not be charged with any sick leave time for time lost due to such particular injury or disability. The Borough shall pay the employee his/her regular salary and the employee shall remit to the Borough any worker's compensation award for salary compensation.

An employee may not work at another job while on sick leave from the Borough, however, the Borough reserves the right to recall the employee to perform light duty if possible.

LEAVE OF ABSENCE OFF-THE-JOB INJURY

When a permanent full-time employee is injured or disabled not resulting from or arising out of his/her employment, the Mayor and Council may grant a leave of absence with pay, for said employee, provided that the Borough physician or some other physician appointed by the Mayor and Council shall certify to such injury or disability. When a leave of absence has been granted, the employee shall be charged with any sick leave time for time lost due to such particular injury or disability. The employee shall be paid through the Borough's disability income insurance coverage.

DEATH IN THE FAMILY LEAVE

In the event of a death in the immediate family of the employee, the Chief of Police may grant three (3) days leave with pay. Such leave shall be in addition to vacation leave and sick leave. If an employee has to travel over 500 miles, leave is increased to five (5) days. Immediate family is defined as mother, father, sister, brother, spouse, child, grandparent, grandchild, mother-in-law or father-in-law.

LEAVE WITHOUT PAY

Any request for leave of absence without pay shall be submitted to the Chief of Police who will refer it with his recommendation to the Administrator. The Administrator will refer such request to the Mayor and Council with his recommendation for disposition.

MILITARY LEAVE

In the event an employee is called for Reserve Duty in the Armed Forces of the United States for the fifteen (15) day summer leave, he/she shall be entitled to the difference between pay, and his/her regular Borough salary, for that period. The absence shall be in addition to regular vacation leave.

PERSONNEL RECORDS

The Chief of Police shall keep personnel records for the Police Department. The records shall include dates of appointments and promotions, job actions, amounts of leave accrued and unused, and related matters. An employee is entitled to review the contents of his/her own personnel folder, but not of other employees. However, the Borough reserves the right to remove such records as medical, psychological, and psychiatric examinations; pre-employment inquiries; and background investigations, prior to review of the folder contents by the employee. The Chief of Police shall transmit all necessary records for payroll and benefit purposes to the Administrator.

An employee is expected to notify the Chief of Police of any revisions in personnel information, including changes of name, address, telephone number, marital status, insurance beneficiary or number of dependents. The Chief of Police shall transmit such revisions to the Administrator.

UNIFORMS EQUIPMENT AND PROPERTY ALLOWANCE

The Borough shall furnish appropriate uniforms to the employees of the Police Department.

Employees shall be responsible for damage to or loss of Borough property and equipment caused by negligence. In any event any damage to Borough equipment and/or property shall be reported immediately to the supervisor.

A clothing allowance of \$350.00 per man shall be allotted to purchase uniforms, including shoes. This amount shall increase to \$450.00 in 1996, and \$550.00 in 1997. All uniforms, except in emergencies, shall be

purchased for the department at one time.

In addition to the above clothing allowance, the Borough will provide in cash a total of \$250.00. The Borough will make an annual lump sum payment to each employee as soon as practical after adoption of the Municipal Budget.

Upon termination of employment, an employee shall return to the Borough any uniforms, equipment and/or property assigned to him/her before the issuance of his/her final pay check.

MATERNITY LEAVE

Female Employees may use their accrued sick leave and/or vacation leave for maternity purposes. The period of actual incapacity for work must be supported by a physician's certificate. The employee may request an additional absence as leave without pay.

P. B. A. CONVENTION LEAVE

Eligible employees shall be permitted to attend the P.B.A. convention as provided by State law, after submitting notification to the Chief of Police.

REQUEST OF LEAVE

Police Department personnel shall submit a written request for leave, annual, exchange or pay back, to the officer in charge of the work schedule on the prescribed form at least seventy-two (72) hours in advance where practicable. The Chief of Police shall approve requests for exchange for good and substantial reasons.

PENSION SYSTEMS

All Employees covered under the Police and Fire Retirement System shall be governed by the requirements and provisions of the System relating to retirement benefits. The employee should notify the Administrator in writing at least three (3) months before planned retirement.

Longevity and holiday pay are included in base pay for pension purposes for an employee of his/her final one (1) year of service. Such employees shall notify the Administrator at least thirty (30) days prior to their final one (1) year of service.

HEALTH INSURANCE

All permanent full-time employees shall continue to be provided with hospitalization and major medical Health Insurance coverage as presently in effect, to be paid for by the Borough. The hospitalization insurance is presently the Garden State Hospitalization Plan and the Major Medical Insurance is presently provided by Metropolitan Life Insurance Company.

In addition, all permanent full-time employees are eligible to be enrolled in a disability income insurance plan to

provide against illness and disabilities that are not job related. Such insurance shall be provided at no cost to the employee. Details of this program are available from the Borough Administrator's Office.

The major medical insurance shall provide a \$200.00 deductible for the individual and a \$200.00 deductible for dependents, totaling \$400.00 for the entire family. The insurance plan will provide that the insurance company shall pay eighty (80%) percent on the next One Thousand (\$1,000.00) Dollars for the individual and eighty (80%) percent of the next One Thousand Five Hundred (\$1,500.00) Dollars, including the individual's One Thousand Dollars, for the entire family.

In the event the Borough wishes to change Insurance Companies, they will notify the Association of their intentions. However, during the term of this Agreement the aforesaid deductibles shall not be changed.

The Borough shall pay Hospitalization and Major Medical Insurance coverage for those employees who retire with twenty-five or more years of service, and disability or medical retirement regardless of the years of service. Such coverage will extend to an employee and spouse. The Borough will also pay for eligible dependents, as long as premiums for an employee and dependents remain at the same rate as premiums for an employee and spouse.

DENTAL INSURANCE

Effective September 1, 1988, all permanent full-time employees are eligible to be enrolled in the dental program known and designated as Bollinger Associates Plan #1.

This plan covers all full-time permanent, active employees who work 30 hours or more a week. Also covered are husband or wife of employee and any unmarried children under age 19 (unmarried children up to age 23 if full-time student). The maximum benefit per individual per policy year shall be \$1,000.00.

The deductible shall be \$25.00 annually for Basic and/or Major Services, \$0 annual deductible for preventive services; \$50.00 family maximum.

The insurance company shall pay the following for services as provided in the plan: Preventive Services . . . 100%, Basic Services . . . 80%, and Major Service . . . 50%. The employee shall pay the balance of same.

In the event the Borough wishes to change Insurance Companies, they will notify the Association of their intentions. However, during the term of this Agreement the aforesaid deductibles shall not be changed.

WIDOW'S BENEFIT

Starting on January 1, 1995, for employees who die while employed by the Borough, the Borough will continue health insurance coverage under the plan then in existence for any surviving spouse and qualified dependents, for the life of the contract, or a minimum of one year.

TRAVEL ALLOWANCE

Any employee, who in the course of official Borough business uses his/her own motor vehicle, shall be entitled to mileage allowance at the rate of eighteen (18) cents per mile and, in addition, reimbursement for tolls.

Employees shall be entitled to reimbursement for meals when on Borough business and out of town during meal time, at the rate of four (4) dollars per meal, or more at the discretion of the Chief.

Reimbursement for lodging shall be made according to the discretion of the Mayor and Council.

A request for reimbursement shall be submitted to the Police Chief on the prescribed form for approval, who in turn, shall forward such request to the Borough Clerk-Treasurer, for payment. Expenses shall be supported by a detailed claim, and as appropriate, receipts for meals and tolls and lodging.

ATTENDANCE AT SCHOOL

When a Police Officer attends school for a job-related course or training session, he/she shall receive a day in compensatory time off for each day of school he/she attends that he/she is not scheduled for work. The officer may apply for the compensatory time off, by submitting a standard request form to the officer in charge of the schedule.

REDUCTION IN FORCE

Whenever there is a lack of work or a lack of funds requiring a reduction in the number of employees, the required reductions shall be made as the Mayor and Council may designate. Permanent full-time employees shall be given a minimum of forty-five (45) days written notice.

RESIGNATION

Employees are expected to give thirty (30) days written notice of their intended resignation. All resignations shall be submitted to the Chief of Police and forwarded to the Police Committee.

TERMINAL LEAVE WITH PAY

A permanent full-time employee who retires after the completion of twenty (20) years service shall be entitled to thirty (30) calendar days leave with pay. Such leave shall be in addition to any other benefits due to the employee upon retirement.

DISCIPLINARY ACTION

Any of the following infractions, but not limited thereto, may be cause for removal, suspension, demotion, subject to approval of the Mayor and Council.

1. Neglect of duty.
2. Incompetency or inefficiency.
3. Incapacity due to mental or physical disability.
4. Insubordination or serious breach of discipline.
5. Substance abuse while on duty.

6. Chronic or excessive absenteeism.
7. Disorderly or immoral conduct.
8. Willful violation of any of the provisions of the statutes, rules or regulations relating to the employment of public employees.
9. The conviction of any disorderly persons or more serious criminal offenses.
10. Negligence of or willful damage to public property or waste of public supplies.
11. Conduct unbecoming an employee in the public service which adversely reflects on the Borough.
12. The use or attempt to use ones authority or official influence to control or modify the political action of any activity during working hours.

GRIEVANCE PROCEDURE

It is the policy of the Borough that every employee at all times be treated fairly, courteously, and with respect.

(A) Whenever an officer of the Police Department has a grievance it shall be presented to the next superior officer in rank, as designated on the Police Department organizational chart. This officer shall attempt to resolve the matter within three (3) calendar days of its presentation. If he is unable to resolve the matter to the satisfaction of all parties involved, he shall notify the complainant in writing to that effect, before the end of the third calendar day.

(B) Upon unsatisfactory settlement of grievance through step one, the officer shall submit his

grievance in writing to the next highest ranking officer, within five (5) calendar days of the time of notification in step (A). This officer shall arrange a meeting consisting of those officers involved in step (A), review the grievance and attempt to resolve it.

If he is unsuccessful in settling the grievance, he shall notify the officer in writing to that effect, before the end of the fifth calendar day.

- (C) This procedure shall continue through the office of the Chief of Police. If the Chief of Police is unable to settle the grievance satisfactorily, within five (5) calendar days of notification he shall designate an officer of the department to investigate the grievance.
- (D) The finding shall be presented at a meeting with the Borough Administrator. This meeting shall consist of the officer submitting the grievance, the Chief of Police, and the investigating officer. The Borough Administrator shall attempt to resolve the grievance within seven (7) calendar days of the meeting and shall notify the Chief of Police and the grieving officer in writing as to the results of his efforts.
- (E) If a satisfactory settlement has not be reached after steps (A) thru (C) have been taken, the Borough Administrator shall present the grievance to the Police Committee within fourteen (14)

calendar days attended by the Chief of Police and the grieving officer. The Police Committee shall attempt to resolve the grievance within ten (10) calendar days of the meeting and notify the Chief of Police and the grieving officer of the results in writing before the end of the tenth day.

- (F) Finding no satisfactory settlement of the grievance, it shall be presented to the Mayor and Council by the Chairman of the Police Committee. The Mayor and Council shall submit its decision in writing within fourteen (14) calendar days of the meeting to the Chief of Police and the grieving officer. Its decision shall be final.

SEVERABILITY

If any article, section or part of this program shall be declared to be unconstitutional, invalid, or inoperative, in whole or in part, by a court or body of jurisdiction, such article, section, or parts shall, to the extent that it is not unconstitutional, invalid or inoperative, remain in full force and effect and no such determinations shall be deemed to invalidate the remaining articles, sections or parts thereof.

TERMS AND RENEWAL

- (A) This agreement shall be in full force and effect retroactively from January 1, 1995 and shall remain in effect to and including December 31, 1997.
- (B) This Agreement shall continue in full force and effect until a successor agreement is in effect or arbitration is completed, in accordance with the New Jersey Employer-Employee Relations Act.

IN WITNESS WHEREOF, the parties hereto have here unto set their hands and seal at Fair Haven, New Jersey.

FAIR HAVEN POLICE DEPARTMENT

PBA Local #184

By: Paul McGuire

Nathan M. Kent

DATED: 3/26/96

WITNESS:

DATED: _____

BOROUGH OF FAIR HAVEN

Monmouth County, NJ

By: T. David Anton

DATED: 3/25/96

WITNESS:

Michael DeBerchis

DATED: 3/25/96